

Osaka Castle Triathlon 2019 - Agreement Sheet

I agree the following agreements for participant Osaka Castle Triathlon 2019.

1. In order to enjoy triathlon, I endeavour to coexist with athletes, supporter, organizer and stakeholder

2. I and my family are understanding this agreement and agree with my participating.

3. The event is run in accordance with Japan Triathlon Union Competition Rules, which can be viewed at <http://www.jtu.or.jp/> and local rules. Except for the elite races that will be run under the ITU's sport technical and competition rules.

It is the participant's responsibility to know and abide by the rules, and to ensure their equipment and its use complies with the rules.

Where cut-off times apply, the organiser reserves the right to remove participants who do not meet those times or have no chance of meeting those times. In this case no refund will be made to the participant. Cut-off times for the Standard Distance is 3 hours 40 minutes. Sprint Distance is 2 hours. There are also cut off times for participants exiting swim exit and T2, which are confirmed in the Athlete Guide.

4. I am not applicable listed by one of Japanese Law "Act on Prevention of Unjust by Organized Crime Group Members".

5. All participants are required to provide emergency contact details as part of the entry process, and to disclose any known medical conditions to the Event Organiser. The organiser reserves the right to refuse entry with no refund, if a participant fails to provide this information or the information provided is known to be false.

It is the competitor's responsibility to ensure they have the right level of physical ability to complete the event. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice.

6. I understand that I cannot be immediately rescued even if an accident is encountered and an injury or illness occurs during the event.

7. Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organiser from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Organiser to any person (including the Participant and/or any of the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of the Organiser or any of its employees) and the Organiser's liability to the participant is excluded to the fullest extent permissible by law. Other than as stated below, the Organiser shall not be liable for any loss, damage or expense arising from an event of Force Majeure. The Organiser, its staff, agents or contractors shall not be liable for indirect or consequential loss or damage. The Organiser will not be liable for any computer result anomalies or any technical malfunctions. Whilst the Organiser takes every care with staging the event, the participant acknowledges that personal accident and personal items insurance is his/her sole responsibility. The Organiser shall not be liable to the participant for any loss or damage of or to personal equipment belonging to the participant, or any indirect or consequential loss or damage whatsoever arising out of the participant taking part in the Event; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity. The Organiser will not be liable for any actions of any spectators or other third parties.

8. The organiser reserves the right to amend the event at its sole discretion due to circumstances beyond its control, by way of changing distances or disciplines. This also includes the right to alter start times in these circumstances.

9. If the event is cancelled for reasons beyond the Organisers control, including without limitation fire, storm, act of terrorism, "act of god", serious medical incident, then the Participant will not be entitled to any refund or compensation of other losses.

10. I shall make every effort to resolve any dispute arising out of this Agreement in an amicable manner conforming in accordance with the laws of Japan. I agree that all the lawsuits hereunder shall be exclusively brought in the Tokyo District Court of Japan.